

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 19-cv-0398

v.

SATIN WAVE LTD,
THE ESTATE OF RONALD SHERRILL SR.,
KIMYRON BONNER,
RONALD SHERRILL JR.,
DARRON SHERRILL,
ANTHONY M. FISHER,
PAULUS CONSTRUCTION LLC,
CITY OF MILWAUKEE,
CONCORDIA UNIVERSITY INC.,
ASSET ACCEPTANCE LLC,
LIVINGSTON FINANCIAL LLC,
DEPARTMENT OF WORKFORCE DEVELOPMENT,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Motion for Default Judgment having been filed by the Plaintiff on the 20th day of December, 2019 and the Court having considered the pleadings, affidavits and other documents now on file, the Court hereby makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The defendants are wholly in default.
2. That the allegations set forth in plaintiff's complaint are proven true.
3. That the mortgaged premises are described as follows:

Lots Fourteen (14) and Fifteen (15), Block Four (4), Sherman Gardens, being a subdivision of a part of the northeast one-quarter (1/4) of Section Three (3), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Property Address: 6446 W. Fond du Lac Ave., Milwaukee, WI

4. That notice of the pendency of this action was duly given on May 30, 2019 by filing a lis pendens in the office of the Register of Deeds for Milwaukee County, Wisconsin. This was done in the manner and form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

5. That no Answer was filed by any defendant which raises any substantive issues of fact.

6. There are now due to the United States the following sums:

a) Unpaid Principal and Interest:

Principal Balance	\$88,161.60
Accrued Interest through September 30, 2019	\$15,588.67

Interest continues to accrue on the note at a rate of \$9.66 per day. The total amount of interest due to the United States will be calculated as of the date Judgment is ordered.

b) Fees and Costs Already Incurred:

Lis Pendens fees	\$ 30.00
Special Administrator	\$ 220.55

c) Taxes, Special Assessments, Insurance, and Necessary Repairs: Under the terms of the mortgage, plaintiff may pay any taxes, special assessments, or insurance premiums accruing against the mortgaged premises that are now due or that shall become hereafter due before a sale of the mortgaged premises; and to protect and preserve the mortgaged premises, plaintiff may make payments for such repairs to the premises as may reasonably be deemed necessary for the proper preservation thereof. Under the terms of the mortgage, all sums advanced by plaintiff for taxes, special assessments, insurance, or necessary repairs become

additional indebtedness secured by the mortgage.

d) Costs of Foreclosure: Under the terms of the mortgage, plaintiff is entitled to collect expenses that it may incur in pursuing the remedy of foreclosure. Such expenses include but are not limited to title evidence and title insurance as well as fees, charges, and expenses owed to the U.S. Marshal for a judicial sale of the premises.

7. Pursuant to Wis. Stats §846.103, Satin Wave LTD, Ronald Sherrill Jr., Kimyron Bonner, Darron Sherrill and Anthony M. Fisher shall be granted a six (6) month period of redemption from the date when judgment is entered.

8. That no other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, and mortgage.

CONCLUSIONS OF LAW

1. Plaintiff is entitled to judgment of foreclosure of the premises in the usual form as prayed for in plaintiff's complaint in accordance with the above findings of fact.

2. That all sums advanced by plaintiff for taxes, special assessments, insurance, or necessary repairs shall become additional indebtedness secured by the mortgage, with interest thereon from the date of payment at the legal post-judgment rate, and may be added to the judgment by order at any time after the entry thereof.

3. That the Plaintiff is entitled to a lien on the premises for the amount of any payments made for reasonable expenses incurred in pursuing the remedy of foreclosure and may obtain an order directing that the amounts so paid, with interest thereon from the date of payment at the legal post-judgment rate, be paid out of the proceeds of a foreclosure sale.

4. That the defendants and all persons claiming under them subsequent to the filing

of the notice of the pendency of this action hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in and to the lands and premises or any part, parcel, or portion thereof.

5. That if necessary to secure possession of said premises, the Clerk of Court, upon application by plaintiff, shall issue a writ of assistance.

6. That the subject premises shall be sold at public sale and the sale shall be conducted by or under the direction of the United States Marshal for the Eastern District of Wisconsin.

IT IS THEREFORE ORDERED that foreclosure of said mortgage in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated at Milwaukee, Wisconsin, this 10th day of February, 2019.

s/Lynn Adelman
HONORABLE LYNN ADELMAN
United States District Judge